

REMARKS

Claims 1-18 and 22-29 are pending. By this Amendment, claims 1, 11 and 22 are amended and claims 12 and 23 are canceled.

Claim Rejections – 35 U.S.C. § 101

Claims 1-4 (assumed to be 1-10) were rejected in the final Office Action under 35 U.S.C. § 101 as being directed to non-statutory subject matter. Applicants respectfully disagree with the assertion in the Office Action that claim 1 includes merely nominal or token recitations of structure. Rather, the method is tied to particular structure. For example, claim 1 recites the member user interface is “hosted by a computing system maintained by an applications service provider” and that the projected service availability database is “stored in a storage system maintained by the application service provider.” The recent *en banc* Federal Circuit decision in In re Bilski specifically stated that the precise contours of whether and when such computer-implemented methods define patentable subject matter have not been determined. In re Bilski, 545 F.3d 943, 962 (Fed. Cir. 2008) (“We leave to future cases the elaboration of the precise contours of machine implementation, as well as the answers to particular questions, such as whether or when recitation of a computer suffices to tie a process claim to a particular machine.”). The cited case law therefore does not provide a definitive basis for rejecting the claims as being drawn to non-statutory subject matter. It is therefore respectfully requested that this rejection be withdrawn.

Claim Rejections – 35 U.S.C. § 103

Claims 1, 2, 9, 11, 12, 18, 22, 23, and 29 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Wright et al (US 6,581,040) in view of Greene et al (US 2003/0004854). This rejection is respectfully traversed.

Initially, it should be noted that Wright does not address a sales system for a convention visitor bureau (CVB) organization at all. As noted throughout the patent, Wright is directed towards a bidding system and management of projects, and in particular construction projects. (See, e.g., col. 1, lines 14-25.) Wright contains no disclosure directed to a sales system for destination events involving a CVB organization. Wright therefore does not specifically disclose any elements of the claimed inventions. The Office Action instead equates numerous elements of the system disclosed by Wright to elements of the claimed invention without providing any rationale as to how such an element in a bidding and management system for projects anticipates or makes obvious an element of a sales system for destination events. For example, the Office Action provides no basis for why actions involving the “project manager” of Wright equate to actions involving the claimed CVB organization, when the project manager of Wright is not disclosed as encompassing a CVB organization and when the actions involved relate to different underlying tasks (project management and bidding for a single organization as the purchaser of the project v. a sales system for coordinating the offerings of multiple independent service providers as part of procuring destination events for the benefit of the multiple providers as well as their corresponding local economy). In the absence of a reasoned rationale for such a comparison, Applicants respectfully submit that the rejections should be withdrawn.

However, even if Wright did specifically disclose a sales system for destination events involving a CVB organization, which it does not, the system described by Wright does not serve to anticipate or make obvious the claimed invention. Independent claims 1, 11 and 22 have been amended to clarify that each member service provider can enter directly into bilateral contracts with the requester. The passage cited in the Office Action (col. 9, line 67 – col. 10, line 2) does not disclose that each member service provider can enter directly into bilateral contracts with the requester. The passage provides only that the requester and a general contractor directly enter into a bilateral contract. The individual service providers, as described just before the referenced passage, only submit bids and enter into contracts with different level service providers or the general contractor. (Col. 9, lines 46-67.) There are therefore no contracts entered into between the service providers and the owner. Even if the agreement between the general contractor and the owner were to be considered a “contract” between the service providers and the owner, it would be an indirect, as opposed to direct, and multilateral, as opposed to bilateral, contract. Wright therefore teaches away from the limitations of amended claims 1, 11, and 22 and it is respectfully requested that these rejections be withdrawn.

With regard to claims 2, 9, 12, 18, 23, and 29, it is respectfully submitted that these claims are allowable because the underlying base claims are allowable, although Applicants do not acquiesce in the position set forth in the Office Action and reserve the right to make additional arguments with respect to these claims. As such, Applicants respectfully request withdrawal of these rejections.

Claims 3, 4, 13, 14, 24 and 25 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Wright in view of Greene and Creedle et al (US 2008/0133307). It is

respectfully submitted that these claims are allowable because the underlying base claims are allowable, although Applicants do not acquiesce in the position set forth in the Office Action and reserve the right to make additional arguments with respect to these claims. As such, Applicants respectfully request withdrawal of these rejections.

Claims 5-8, 15-17, and 26-28 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Wright in view of Greene and Tromczynski et al (US 2006/0010023). It is respectfully submitted that these claims are allowable because the underlying base claims are allowable, although Applicants do not acquiesce in the position set forth in the Office Action and reserve the right to make additional arguments with respect to these claims. As such, Applicants respectfully request withdrawal of these rejections.

Claim 10 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Wright in view of Greene and Official Notice. It is respectfully submitted that this claim is allowable because the underlying base claim is allowable, although Applicants do not acquiesce in the position set forth in the Office Action and reserve the right to make additional arguments with respect to this claim. As such, Applicants respectfully request withdrawal of this rejection.

Conclusion

In view of the foregoing, it is submitted that this application is in condition for allowance.

Favorable consideration and prompt allowance of the application are respectfully requested.

The Examiner is invited to telephone the undersigned if the Examiner believes it would be useful to advance prosecution.

Respectfully submitted,



Chad J. Wickman  
Registration No. 58,356

Customer No. 24113  
Patterson, Thuente, Skaar & Christensen, P.A.  
4800 IDS Center  
80 South 8th Street  
Minneapolis, Minnesota 55402-2100  
Telephone: (612) 252-1543